

**DRAFT CONDITIONS OF APPROVAL  
DEPARTMENT OF REGIONAL PLANNING  
VESTING TENTATIVE TRACT MAP NO. 071735  
(TENTATIVE AND EXHIBIT MAP DATE: JANUARY 15, 2014)**

**GENERAL CONDITIONS (These conditions are not final and will be updated to reflect subsequent changes and revisions)**

1. This grant authorizes the reconfiguration of 29 existing lots to create seven (7) non-residential lots spanning a 650-acre project site. One lot would include a redesigned 18-hole golf course and helipad, one lot would contain an information building, the Malibu Institute building, a cart storage building, a warehouse, a new clubhouse, a new pro-shop and grille, a maintenance building with a pool, shower, and changing facilities, 40 bungalow (160 total bedrooms), and would retain an existing water-tank, and the remaining five lots would be left as open space with one open space lot retaining an existing caretaker's residence and another removing an abandoned hunting lodge. Except as modified herein, this approval is subject to the requirements of Title 21 (~~%Subdivision Ordinance+~~) of the Los Angeles County Code ("~~County Code+~~"). The approval also is subject to all those conditions set forth in Conditional Use Permit ("CUP") No. 201100122, Parking Permit No. 201100005, the Environmental Impact Report ("EIR") Mitigation Monitoring and Reporting Plan (~~%MMRP+~~), which is incorporated herein by reference, and the attached reports recommended by the Los Angeles County Subdivision Committee (~~%Subdivision Committee+~~) and submitted by the Los Angeles County Department of Public Works (~~%Public Works+~~), Los Angeles County Fire Department (~~%Fire Department+~~), Los Angeles County Department of Parks and Recreation and Los Angeles County Department of Public Health, which are attached hereto and incorporated by this reference as if set forth fully herein.
2. As used herein, the term ~~%subdivider+~~ shall include the property owner and any successor in interest.
3. Unless otherwise apparent from the context, the ~~%date of final approval+~~ shall mean the date the County's action becomes effective pursuant to Section 22.60.260 of the Zoning Code and Section 21.56.010 of the Subdivision Code.
4. The permittee shall defend, indemnify, and hold harmless the County, its agents, officers, and employees from any claim, action, or proceeding against the County or its agents, officers, or employees to attack, set aside, void, or annul this permit approval, which action is brought within the applicable time period of Government Code Section 65009. The County shall promptly notify the permittee of any claim, action, or proceeding and the County shall fully cooperate in the defense. If the County fails to promptly notify the permittee of any claim action or proceeding, or if the County fails to cooperate fully in the defense, the permittee shall not thereafter be responsible to defend, indemnify, or hold harmless the County.
5. In the event that any claim, action, or proceeding as described above is filed against the County, the permittee shall within ten days of the filing make an initial deposit with the County Department of Regional Planning (~~%Regional Planning+~~) in

the amount of up to \$5,000.00, from which actual costs and expenses shall be billed and deducted for the purpose of defraying the costs or expenses involved in Regional Planning's cooperation in the defense, including but not limited to, depositions, testimony, and other assistance provided to permittee or permittee's counsel.

If during the litigation process, actual costs or expenses incurred reach 80 percent of the amount on deposit, the permittee shall deposit additional funds sufficient to bring the balance up to the amount of \$5,000.00. There is no limit to the number of supplemental deposits that may be required prior to completion of the litigation.

At the sole discretion of the permittee, the amount of an initial or any supplemental deposit may exceed the minimum amounts defined herein. Additionally, the cost for collection and duplication of records and other related documents shall be paid by the permittee according to County Code Section 2.170.010.

6. Within three (3) days of the date of final approval of this grant, the permittee shall remit processing fees payable to the County of Los Angeles in connection with the filing and posting of a Notice of Determination (NOD) for this project and its entitlements in compliance with Section 21152 of the Public Resources Code. Unless a Certificate of Exemption is issued by the California Department of Fish and Game pursuant to Section 711.4 of the California Fish and Game Code, the permittee shall pay the fees in effect at the time of the filing of the NOD, as provided for in Section 711.4 of the Fish and Game Code, currently or \$2,867.25 (\$2,792.25 for an Environmental Impact Report plus \$75.00 processing fee). No land use project subject to this requirement is final, vested, or operative until the fee is paid.
7. Prior to use of this grant, the subdivider shall submit evidence that the MMRP and the Conditions of the associated CUP No. 201100122 and Parking Permit No. 201100005 have been recorded in the office of the County Registrar-Recorder/County Clerk and that all fees as required by Condition Nos. 5 and 7 have been paid.
8. The subdivider shall deposit the sum of \$6,000.00 with Regional Planning within 30 days of the date of final approval of this grant in order to defray the cost of reviewing the subdivider's reports and verifying the information contained in the reports required by the MMRP. The permittee shall replenish the mitigation monitoring account if necessary until all mitigation measures have been implemented and completed.
9. The subdivider shall comply with all mitigation measures identified in the MMRP, which are incorporated by this reference as if set forth fully herein.
10. Within 30 days of the date of final approval of the grant by the County, the subdivider shall record a covenant and agreement, which attached the MMRP and agrees to comply with the mitigation measures imposed by the EIR for this project, in the office of the Recorder. Prior to recordation of the covenant, the subdivider shall submit a draft copy of the covenant and agreement to Regional Planning for review and approval. As a means of ensuring the effectiveness of the mitigation measures, the subdivider shall submit annual Mitigation Monitoring and Reports Program to Regional Planning for approval or as required. The reports shall

describe the status of the subdividers compliance with the required mitigation measures.

11. Permission is granted to adjust lot lines on the final map to the satisfaction of Regional Planning and Public Works.
12. Permission is granted to create additional open space lots to the satisfaction of Regional Planning.
13. No grading permit shall be issued prior to the recordation of a final map unless the Director of Regional Planning determines that the proposed grading conforms to the conditions of this grant and the conditions of Vesting Tentative Tract Map No. 071735, CUP No. 201100122 and Parking Permit No. 201100005.

**PRIOR TO RECORDATION OF THE FINAL MAP**

12. Subdivider shall submit a draft copy of the project Conditions, Covenants and Restrictions ("CC&Rs") and any maintenance agreements and covenants to Regional Planning for review and approval prior to recordation of any final map.
13. Concurrent with recordation of the final map, subdivider shall record a covenant with the County of Los Angeles agreeing to comply with the required environmental mitigation measures set forth in the approved MMRP of the EIR. Prior to recordation, subdivider shall submit a copy of the covenant to the Director for review and approval.
14. Subdivider shall construct or bond with Public Works to the satisfaction of that department for driveway paving associated with private driveways and fire lanes (Clubhouse Drive and Trancas Lake Driveway) located on Lot 5.
15. Subdivider shall post all driveways less than 26qin width with signs stating "No Parking-Fire Lane" and provide for continuous posting and enforcement of this restriction in the project's CC&Rs or in a maintenance agreement. Subdivider shall submit a copy of the CC&Rs or maintenance agreement to be recorded to Regional Planning for approval prior to recordation.
16. Subdivider shall reserve easements for ingress/egress purposes over Lot 5 to all lots of the subdivision to the satisfaction of Regional Planning. Submit the document to be recorded for approval.
17. The private driveways on Lot 5 shall be indicated on the final map as Private Driveway and Fire Lane+with the widths clearly depicted. Subdivider shall include conditions in the project CC&Rs or maintenance agreement stating that driveways shall be maintained in accordance with the Fire Code.
18. Subdivider shall dedicate to the County of Los Angeles on the final map the right to prohibit construction on the following open space lots, as designated on Vesting Tentative Tract Map No. 071735: 1, 2, 3, 4, and 7.
19. Subdivider shall dedicate to the County of Los Angeles on the final map the right to prohibit residential construction on all lots, except for Lot 3.
20. Subdivider shall provide for the ownership and maintenance of Lots 1, 2, 4 and 7 by offer to a conservation group or other acceptable agency/entity to the

satisfaction of the Department of Regional Planning, or offer dedication to the County.

21. Subdivider shall number all open space lots on the final map and ensure access to each open space lot over Lots 5 and 6 to the satisfaction of Regional Planning.
22. Subdivider shall include conditions in the project CC&Rs or maintenance agreement, which require continued maintenance of the planting for lots having planted slopes.
23. Subdivider shall place a note on the final map indicating that lots 1, 2, 4, and 7 are for open space.
24. Show Encinal Canyon Road and Mulholland Highway as dedicated streets on the final map.
25. Dedicate right to restrict on the final map for lots abutting Mulholland Highway.
26. Permission is granted to allow future design flexibility within lot 5 noted on the Vesting Tentative Tract Map and Exhibit Map pursuant to Section 21.16.015, including changing the building location, changing the driveway location, alignments, driveway widths and drive entries, changing the private drive alignments and locations, and changing the commercial building type and location. The total bungalow count and golf facilities and institute square footage shown on VTTM No. 071735 and the accompanying site plan exhibit maps shall not be exceeded. Specifically, project buildout shall not exceed 40 bungalows (160 total bedrooms) and 224,287 total golf facility and institute square feet. In addition, the open space acreage shown on VTTM No. 071735 shall not be reduced.

2/20/14